

SECOND ORIGINAL

IN THE STATE COURT OF FORSYTH COUNTY STATE OF GEORGIA

<p>THE DELOACH GROUP, INC. d/b/a, Quastar Computer International</p> <p>Plaintiff,</p> <p>vs.</p> <p>ASHFORD FINANCE LLC, NOUSHIR HASAN, CARREFOUR INFORMATIQUE TREMBLANT, INC, CORPORATE FUNDING PARTNERS, LLC, GANGES EXPORTS USA, MIKE TONES, AMIN HAQ, BEEM KHEMANEY, AND JOHN DOES I THROUGH IV</p> <p>Defendants.</p>	<p>CIVIL ACTION FILE NO. _____</p> <p>FORSYTH COUNTY GEORGIA FILED IN THIS OFFICE APR 12 2011 <i>[Signature]</i> CLERK SUPERIOR COURT</p>
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COMPLAINT

COMES NOW THE DELOACH GROUP, INC d/b/a Quastar
Computer International (hereinafter referred to as "Quastar"), and files this
Complaint showing the Court as follows:

1.

Defendant Ashford Finance Company LLC ("Ashford Finance") is a
Delaware company with its principal place of business in New York, New York
and may be personally served with process through its registered agent Noushir
Hasan at 50 Broadway 33rd floor, New York, New York 10004.

2.

Defendant Nourshir Hasan ("Hasan") is a resident of the State of New York and may be served at 530 E 9th St., New York New York, 10128.

3.

Defendant Carrefour Informatique Tremblant, Inc. ("Carrerfour") is purported to be or was a Quebec company that does or had its principal place of business at 460 Montee Kavanagh, Mont Tremblant, Quebec J8E2P2.

4.

Defendant Corporate Funding Partners, LLC ("Corporate Funding") is a New York company that does or had its principal place of business at 250 West 57th Street, Suite 1414, New York, New York, 10023.

5.

Defendant Ganges Exports USA ("Ganges") purports to be a company with its principal place of business at 292 Fifth Avenue, Suite 200, New York, NY 10001.

6.

Defendant Mike Tones ("Tones") purportedly is or was an employee of Corporate Funding Partners, LLC and Carrefour and is believe to be a resident of Quebec Canada.

7.

Defendant Amin Haq ("Haq") purportedly is or was an employee of Ganges Exports USA and is believed to be a resident of New York.

8.

Defendant Beem Khemaney ("Khemaney") purportedly is or was an employee of Ganges Exports USA and is believed to be a resident of Hong Kong.

9.

Defendants John Does I through IV are yet to be named defendants in this action.

10.

Plaintiff Quastar is a Georgia company with it principal place of business at 5910 Shiloh Road East, Ste. 101 Alpharetta, Georgia 30005 in Forsyth County and is in the business of selling computer equipment.

11.

This Court has jurisdiction over this matter, as well as over the Defendants pursuant to O.C.G.A § 9-10-91, *and*, venue is proper herein.

12.

In or around March 2009, Defendants Carrefour and Tones approached Quastar to purchase various computer equipment from Quastar (the "First Carrefour Approach").

13.

After completion of a credit review by Quastar, Quastar communicated to Carrefour and Tones that Carrefour would have to pay in advance or provide a letter of credit for the requested computer equipment.

14.

Rather than paying in advance or providing a letter of credit, Carrefour and Tones did not purchase the equipment from Quastar in March of 2009. Instead, Carrefour and Tones ceased contacting Quastar about the transaction for several months.

15.

In or around July 2009, Tones and Carrefour again approached Quastar again about purchasing various computer equipment (the "Second Carrefour

Approach"). At this time, Carrefour and Tones stated that it had secured a commitment for a letter of credit from First American Bank in Illinois for substantially the entire purchase price of the computer equipment. At that time, Carrefour and Tones stated that it would procure the letter of credit with the assistance of its partners and related companies, Ashford Finance and Corporate Funding.

16.

At that time, Quastar confirmed with First American Bank, Corporate Funding, Ashford Finance and Defendant Hasan that a letter of credit would be issued to secure the transaction with Quastar. In addition, Quastar confirmed from the aforementioned defendants about the conditions for payment that would be contained in the letter of credit.

17.

One such condition was termed a the production of a "Shipping Compliance Certificate" which was to be provided by Ashford Finance to Quastar in Georgia once Ashford Finance was provided with evidence that the computer equipment was indeed shipped to Carrefour in Quebec. In order to satisfy this condition, Quastar was to provide Ashford Finance a copy of the truck bill of lading and a proof of delivery as evidence that the goods were shipped to Carrefour.

18.

Quastar had several conversations with Carrefour, Tones, Ashford Finance, Hasan and Corporate Funding during this time and all assured him that a letter of credit for substantially all or all of the purchase price would be obtained, Ashford Finance would send Quastar the Shipping Compliance Certificate once Quastar provided the bill of lading and proof of delivery as evidence that the computer equipment was shipped to Carrefour, and that Quastar would receive payment for the computer equipment through the letter of credit after Ashford Finance sent Quastar the Shipping Compliance Certificate.

19.

On the eve of Quastar shipping the computer equipment to Carrefour, Carrefour, Tones, Ashford Finance, Hasan and Corporate Funding notified Quastar that an additional party, Ganges Export USA ("Ganges"), would be the "export agent" for Ashford Finance in the transaction. Ganges had not previously been disclosed by Carrefour, Tones, Ashford Finance, Hasan and Corporate Funding as a party that would be involved in the transaction. Defendants Carrefour, Tones, Ashford Finance, Hasan and Corporate Funding would only explain Ganges' role as a necessary export agent for Ashford Finance.

20.

On September 15, 2009, a letter of credit was issued by First American Bank in the amount of \$190,834 listing Quastar as the beneficiary and Ganges as the applicant. The letter of credit has an expiry date of December 9, 2009. (hereinafter the "Letter of Credit"; see Letter of Credit attached as Exhibit "A").

21.

Nevertheless, before it shipped the computer equipment, Quastar continued its due diligence process concerning the Letter of Credit to ascertain Ganges' role in the transaction, which had never been fully explained to Quastar. On or around September 23, 2009, Quastar received information from a third party, who informed Quastar that there were "funding" issues with Carrefour and that Quastar should "hold off" on shipping the computer equipment to Carrefour. Based on this, Quastar contacted Carrefour and Tones who indicated that Ashford Finance and Hasan would be contacting Quastar "to rectify certain things" and would assure Quastar that there were no issues in funding the Letter of Credit.

22.

Shortly after the contact with Carrefour as detailed in paragraph 21, Ashford Finance and Defendant Hasan contacted Quastar on several occasions beginning in October 2009 and assured Quastar that funding for the Letter of Credit was in place and there were no issues relating to the Letter of Credit and that Ashford

Finance had done several other successful deals with Carrefour and Corporate Funding.

23.

On October 28, 2009, Defendant Amin Haq, who represented Ganges, contacted Quastar and reiterated that once Carrefour received the computer equipment Ganges, as the export of agent for Ashford Finance, would take responsibility to assure that the shipping compliance certificate would be sent by Ashford Finance to Quastar.

24.

On October 31, 2009, based on the Letter of Credit and the assurances of Carrefour, Tones, Ashford Finance, Hasan, Corporate Funding, Haq and Ganges, Quastar shipped the computer equipment totaling \$215,978 to Carrefour. (See invoice attached as Exhibit "B").

25.

After shipment of the computer equipment, Quastar supplied Ashford Finance and Ganges with a bill of lading and proof of delivery showing that the computer equipment had been indeed delivered to Carrefour. However, both Ashford Finance and Ganges failed to supply the Shipping Compliance Certificate despite receiving the requisite documentation.

26.

After repeated attempts to contact Ganges, Defendant Khemaney stated on November 18, 2009 that "[a]fter much investigation, [i]t seems to me that there is certainly some misrepresentation made to you by a certain Amin Haq." Defendant Khemaney then stated that Ganges did not know who Amin Haq was.

27.

In addition, Quastar made repeated attempts to contact Ashford Finance concerning the Shipping Compliance Certificate, including written correspondences in December 2009.

28.

On December 11, 2009, First American Bank confirmed that Quastar had not supplied the Shipping Compliance Certificate and instructed Quastar to "contact Ashford Finance LLC directly to determine what conditions must be satisfied for issuance of the document". Furthermore, First American Bank identified that it refused to honor the Letter of Credit because, *inter alia*, the shipping compliance certificate was not presented and because Ganges was the applicant of the Letter of Credit rather than Carrefour. The other discrepancies listed by First American Bank were discrepancies that were either minor and administrative or incapable of resolution due to the fraudulent actions of the Defendants.

29.

Finally, on December 14, 2009, five days after the expiration of the Letter of Credit, counsel for Ashford Finance and Defendant Hasan communicated to Quastar that Quastar should not have shipped the goods because "Ashford Finance instructed Quastar not to ship the goods since there were questions about the transaction." Furthermore, Ashford Finance believed that "illegal and fraudulent actions may have occurred".

30.

In fact, Ashford Finance never instructed Quastar to not ship the computer equipment to Carrefour.

31.

When Quastar confronted Ashford Finance and Ganges about their prior representations on the Shipping Compliance Certificate as being a shipping compliance certificate that would be provided upon evidence the goods being received by Carrefour, Ashford Finance and Ganges wrongfully denied their earlier representations to Quastar. Instead, Ashford Finance and Ganges fraudulently contended the Shipping Compliance Certificate was meant as a financing condition that was under the complete discretion of Ashford Finance to grant.

32.

At no time before Quastar shipped the computer equipment to Carrefour did defendants Ashford Finance, Ganges, Carrefour, Tones, Hasan or Haq indicate that the Shipping Compliance Certificate was a financing condition under the complete discretion of Ashford Finance. Indeed, Quastar would have never shipped the computer equipment to Carrefour if the Defendants had communicated to Quastar that the Letter of Credit was conditioned up the complete discretion of Ashford Finance to produce a shipping compliance certificate that was based on financing.

33.

Ashford Finance and Ganges continued to refuse to provide the Shipping Compliance Certificate even though they had conclusive evidence of the shipment to Carrefour and thus fraudulently causing the expiration of the Letter of Credit on December 9, 2010 without payment to Quastar. Quastar has not been paid for the computer equipment nor has any computer equipment been returned to Quastar.

34.

In December 2010, Quastar became aware of Dependable Component Supply, Inc. v. Carrefour Informatique Tremblant, Inc., LC.Com, Ltd d/b/a Corporate Funding Partners, Ashford Finance LLC, and First American Bank of Illinois that was filed on July 12, 2010 in the Circuit Court of Broward County in Florida and subsequently removed to the United States District Court in the

Southern District of Florida, Ft. Lauderdale Division (Case Number 10-61519-Civ-COOKE/BANDSTRA) (hereinafter "Dependable Case"; complaint attached hereto as Exhibit "C).

35.

In the Dependable Case, the plaintiff has alleged virtually the same set of operative facts that Quastar alleges herein, namely that Ashford Finance and the defendants in that case misrepresented to the plaintiff that it would receive the necessary Shipping Compliance Certificate once the plaintiff in the Dependable Case had provided evidence of shipment to Ashford Finance. Instead, according to the complaint, after the shipment of the computer equipment based on those misrepresentations, Ashford Finance and the defendants fraudulently contended that the aforementioned condition in the letter of credit in Dependable was a financing condition to be unilaterally decided by Ashford Finance.

36.

The bank that issued the letter of credit in the Dependable Case was also First American Bank of Illinois, and the First American banking officer "orchestrating" the letter of credit in the Dependable Case was Ms. Patti Marshall, Senior Vice President, who was also the First American banking officer involved in the Letter of Credit in the instant case.

37.

The facts at issue in the Dependable case occurred between May and August of 2009. In the Dependable Case, the plaintiff alleges that the defendants collaborated together to induce the plaintiff to rely on the letter of credit to ship computer parts to Carrefour, never intending for the letter of credit to be paid, knowing it would be dishonored and causing the dishonor. The Dependable Case plaintiff has sued Ashford Finance and the other defendants for wrongful dishonor of letter of credit, fraud and goods sold.

Fraud Against All Defendants

38.

Quastar incorporates by reference the allegations set forth in Paragraphs 1-37 as if fully set forth *verbatim*, herein.

39.

The Defendants enticed Quastar to ship \$215,978 worth of computer equipment through fraudulent misrepresentations concerning the Letter of Credit and the conditions that was cause the funding of the Letter of Credit to Quastar.

40.

The Defendants fraudulently inserted Ganges as a third party into the transaction, using misrepresentations about the funding conditions of the Letter of Credit.

41.

The Defendants collaborated together to induce Quastar to rely on the Letter of Credit to ship computer equipment to Carrefour, never intending for the Letter of Credit to be paid, knowing it would be dishonored and causing the dishonor. Furthermore, Quastar would have never shipped the computer equipment to Carrefour unless it would have received the funds through the Letter of Credit.

42.

Defendants have committed fraud on Quastar and is liable to it for money damages.

Georgia RICO Against All Defendants

43.

Quastar incorporates by reference the allegations set forth in Paragraphs 1-37 as if fully set forth *verbatim*, herein.

44.

On at least two separate occasions, as presented in the instant case and in the Dependable Case, Defendants have conspired in an enterprise and conducted a pattern of racketeering activity to obtain the property of others through deceitful means and artful practice with the intention of depriving those parties of such property in violation of O.C.G.A. § 16-8-3, and other criminal statutes.

45.

Defendants have engaged in an enterprise to acquire personal property (money) through a pattern and practice of racketeering activity in violation of O.C.G.A. § 16-14-4.

45.

Quastar has been injured as a result of Defendant's actions and is entitled to recover money damages from him pursuant to O.C.G.A. § 16-14-6(c).

**Unjust Enrichment Against Defendants Ashford Finance, Carrefour,
Corporate Funding and Ganges**

46.

Quastar incorporates by reference the allegations set forth in Paragraphs 1-37 as if fully set forth *verbatim*, herein.

47.

Defendants Ashford Finance, Carrefour, Corporate Funding and Ganges falsely procured the computer equipment and/or monetary benefits from Quastar and the transaction without paying Quastar for such computer equipment or returning said equipment.

48.

Defendants Ashford Finance, Carrefour, Corporate Funding and Ganges have been unjustly enriched.

**Breach of Contract the Sale of Goods Against Defendants Carrefour
Corporate Funding and Ganges**

49.

Quastar incorporates by reference the allegations set forth in Paragraphs 1-37 as if fully set forth *verbatim*, herein.

50.

Quastar and the Defendants Carrefour, Corporate Funding and Ganges entered into a contract for the sale of goods. In conformity therewith, Quastar shipped computer equipment to Carrefour and Corporate Funding Partners.

51.

The Letter of Credit that listed Quastar as beneficiary was dishonored and Quastar was not paid for the equipment nor was the equipment returned to Quastar. As a result, Carrefour, Corporate Funding and Ganges are liable for the agreed upon price of the computer equipment.

Punitive Damages

52.

Quastar incorporates by reference the allegations set forth in Paragraphs 1-37 as if fully set forth *verbatim*, herein.

53.

The actions of the Defendants, as set forth above, show willful misconduct, wantonness and that entire want of care which raises the presumption of a conscious indifference to the consequences of his actions. Accordingly, Quastar seeks punitive damages pursuant to O.C.G.A. § 51-12-5.1.

Treble Damages, Attorney's Fees and Expenses of Litigation

54.

Quastar incorporates by reference the allegations set forth in Paragraphs 1-37 as if fully set forth *verbatim*, herein.


55.

The actions of the Defendants, as set forth above, show a violation of O.C.G.A. § 16-14-1, *et seq.*, the "Georgia RICO Act." Accordingly, Quastar seeks recovery of three times its actual damages, its attorney's fees, *and* costs of investigation and litigation pursuant to O.C.G.A. § 16-14-6(c).

WHEREFORE, Plaintiff demands:

- A. That Civil Process issue as provided by law;
- B. That it be awarded compensatory damages as provided by law;
- C. That it be awarded expenses of litigation, attorney's fees, treble damages, *and* punitive damages as provided by law;
- D. That it have such other additional relief as the Court may consider equitable and/or appropriate given the circumstances of this case.

Respectfully Submitted, this 11th day of Apr, 2011.



B. Greg Cline
Georgia State Bar No. 170410
Attorney for Plaintiff

B. Greg Cline
Georgia Business Law Group
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Atlanta, GA 30346
(770) 670-6203

EXAMINATION WILL BE FORWARDED TO THE ISSUING BANK VIA I.T.H.L. OR OTHER COURIER SERVICE, UNLESS WE ARE INSTRUCTED BY THE BENEFICIARY/FREIGHT FORWARDER TO THE CONTRARY. CARRIER EXPENSES WILL BE DEDUCTED AT THE TIME OF PAYMENT.

WHEN PRESENTING DOCUMENTS, PLEASE INDICATE ON YOUR COVER LETTER OUR REFERENCE NUMBER, ISSUING BANK'S CREDIT NUMBER AND THE METHOD OF PAYMENT FROM THE CHOICES LISTED BELOW.

1. WIRE TRANSFER (BEN. NO. OF RECEIVING BANK AND ACCOUNT NUMBER)
2. CREDIT TO ACCOUNT WITH WACHOVIA BANK, NATIONAL ASSOCIATION.

NOTE: A PROCESSING FEE WILL BE DEDUCTED FROM THE PROCEEDS FOR OPTION (1) ABOVE.

***** IMPORTANT NOTE TO THE BENEFICIARY *****
IN ORDER TO AVOID A DELAY IN PAYMENT IT IS IMPORTANT TO PROVIDE US YOUR COMPLETE PAYMENT INSTRUCTIONS AT TIME OF DOCUMENT PRESENTATION. PLEASE ALSO INCLUDE A CONTACT NAME, PHONE NUMBER, AND EMAIL ADDRESS TO ASSIST US IN EXPEDITING THE NOTIFICATION OF DOCUMENT EXAMINATION RESULTS.

PLEASE NOTE THAT PAYMENT WILL BE DEPOSITED ONLY FROM RECEIPT OF FUNDS FROM THE ISSUING/OPENING BANK. REIMBURSING BANK'S CHARGES, IF ANY, WILL BE DEDUCTED FROM PROCEEDS.

FOR YOUR CONVENIENCE DOCUMENTS WILL BE DOCUMENTED FOR NEGOTIATION AT ANY OF OUR U.S. PROCESSING LOCATIONS AS LISTED BELOW.

WACHOVIA BANK, N.A.
INTERNATIONAL TRADE DEPARTMENT
100 WEST WYOMING AVENUE - NEW YORK
CHARLOTTE, NORTH CAROLINA, USA

WACHOVIA BANK, N.A.
FOR RECEIVING BANKS OPERATIONS
321 SOUTH CHASE WAY, SUITE 1000
LOS ANGELES, CA 90058
ATTN: INT'L DEPT. OF CREDIT UNIT

EXCEPT AS OTHERWISE SPECIFICALLY NOTED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDITS (2007 EDITION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

U.S. GOVERNMENT REGULATIONS CONCERNING FOREIGN ASSET CONTROL REGULATIONS AND ERO/ONE GENERAL ORDERS:

UNDER THE CURRENT ASSETS CONTROL REGULATIONS, PERSONS SUBJECT TO THE JURISDICTION OF THE UNITED STATES ARE PROHIBITED FROM ENGAGING DIRECTLY OR INDIRECTLY WITH ANY NATIONALS OR SPECIALLY DESIGNATED NATIONALS WHICH CAN BE FOUND IN THE FOLLOWING WEB-SITE:

WACHOVIA

THE ORIGINAL LETTER OF CREDIT IS BEING HELD AT OUR COUNTERS
PENDING PRESENTATION OF DOCUMENTS FOR EXAMINATION. HOWEVER,
THE ORIGINAL LETTER OF CREDIT CAN BE RELEASED TO YOU UPON
RECEIPT OF \$120.00 ADVISING AND \$50.00
COUNCIL FEE. KINDLY SEND US YOUR CHECK OR MONEY VIA
FEDERAL TRANSFER TO ABA 026000000 OF CHIPS 1000
WITH: REQUEST LETTER OF CREDIT DEPARTMENT QUELINC
OUR REFERENCE NUMBER.

PLEASE CONTACT ONE OF OUR CUSTOMER CARE UNITS REGARDING ANY INQUIRIES TO
THIS LETTER OF CREDIT AS FOLLOWS:

OVERSEAS CUSTOMER CARE:
LOS ANGELES CUSTOMER CARE:

1-800-776-3800
1-800-776-3277

THIS IS A COMPUTER GENERATED ADVICE. NO BANK SIGNATURE IS REQUIRED.

FOR BANK USE ONLY:

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Received: 5 EXHIBIT 10000
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BANK OF
101 E. INDEPENDENCE BLVD, 3300
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550 PCS WESTERN DIGITAL FODDER 40, 1200 RAM, 1MB CACHE SATA
20 TUBES PER BOX
AT UBB01.00, TOTAL UBB03,256.00, 550 PCS KINGSTON RAM MEMORY
1600 20 PER \$9.40,
TOTALS UBB07,664.00, 250 PCS AGC 10 MONITOR AT UBB01.75,
TOTAL UBB09,080.00

AS FOR THE ORDER, NO WORKING ORDER WAS ISSUED.
ONE WORKING ORDER, CC, CANADA COUNCIL FOR DEVELOPMENT, ALLIANCE

40A. Document is Not a Lien

1. STRENGTH OF COMMERCIAL INVOICE ISSUED BY THE IMPORTERS IN ONE CONTRACT PLUS 1 COPY OF THE BILL OF LADING IF NUMBER, NAME OF THE SA EXPORT BANK, AND FULL DETAILS OF THE CARGO SHIPPED.

1. ORIGINAL 2. COPIES

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

10-10-68

NY 10001, MARSHALL STREET, NEW YORK, NEW YORK

345 EIGHTH AVENUE, STE 200, NEW YORK, NY 10001.

4. OVERSEAS SHIPPING COMPANIES' DEMANDS FOR PAYMENT ARE MET BY AN AUTHORIZED
BRANCH OF AMERSON FINANCE LLC, 124 MADISON AVE. SUITE 1103,
NEW YORK, NY 10017

DO NOT USE ON THEIR LETTERHEAD AND COUNTERSIGNED BY THE NAME OF THE ISSUING AGENCY

OF NORTH AMERICAN BANK, 1630 LOUISIANA AVENUE, ELK GROVE VILLAGE,
ILLINOIS 60120

STANDARD FINANCE, INC. 312 532-9030, NORTH BOSTON, MASS. 10, BUREAU
STANDARD, BKT. 20

CONFIDENTIAL

UNDER THIS CREDIT MUST BE 5% 100 PERCENT OF THE

ALL BANK CREDIT OTHER THAN THAT OF FIRST AMERICAN BANK OF CHICAGO

ADMINISTRATIVE CHARGES ARE FOR BENEFICIARY'S ACCOUNT AND WILL NOT BE PAID BY THE PAYMENT BANK AND SHOULD BE COLLECTED FROM THE BENEFICIARY AT THE SERVICE

REPRODUCED BY THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND

CONFIDENTIAL DOCUMENTS WILL BE SUBJECT TO A DISSEMINATION HANDLING

OF \$9800.00 WHICH WILL BE FOR HENDERSON'S ACCOUNT

2. DOCUMENTS TO BE PRESENTED WITHIN 48 HOURS AFTER THE TRUCK
LEFT OF LOADING

Figure 1

WACHSALA

DEDUCTED FROM THE
PROCEEDS AT THE TIME OF PAYMENT.

7. REMITTING BANK'S COVER LETTER MUST INDICATE WHICH AMENDMENTS,
IF ANY, HAVE

BEEN ACCEPTED BY THE BENEFICIARY.

8. Confirmation instructions
without

78. Instructions to the paying/accepting bank
remitting bank to forward documents to ONE MARLING ST FIRST
AMERICAN BANK, 1000 TRISTE PARKWAY, 1000 TRISTE AVENUE
KIL KAY, MIAMI, FL 33137, AT BENEFICIARY'S ADDRESS.
UNDER NO CIRCUMSTANCES TO BE. PLEASE INCLUDE YOUR PAYMENT INSTRUCTIONS
ON. REMITTING BANK MUST CONFIRM THAT THE AMOUNT OF EACH
DRAFT HAS BEEN DEPOSITED ON THE DATE OF THIS LETTER OF CREDIT.
PAYMENT WILL BE DEPOSITED, IN ACCORDANCE WITH YOUR INSTRUCTIONS,
UPON RECEIPT OF COMPLYING DOCUMENTS IN OUR COUNTRY.

MONTREAL, QUEBEC

(REF: 00000000)

(REF: 003730AASRP2)

WACHOVIA

THE ORIGINAL LETTER OF CREDIT IS BEING HELD AT OUR COUNTERS
 PENDING PRESENTATION OF DOCUMENTS FOR EXAMINATION. HOWEVER,
 THE ORIGINAL LETTER OF CREDIT CAN BE RELEASED TO YOU UPON
 RECEIPT OF \$120.00 ADVANCE AND \$50.00
 COUNTER FEE. KINDLY SEND US YOUR CHECK OR REMIT VIA
 PAYMENT TRANSFER TO AKA 000000092 OR CHIPS 0209
 AFTER WHICH WE WILL SEND YOU THE ORIGINAL LETTER OF CREDIT
 OUR REFERENCE NUMBER.

PLEASE CONTACT ONE OF OUR CUSTOMER CARE UNITS REGARDING ANY INQUIRIES TO
 THIS LETTER OF CREDIT AS FOLLOWS:

CHARLOTTE CUSTOMER CARE:	1-800-776-3888
LOS ANGELES CUSTOMER CARE:	1-866-788-5297

THIS IS A COMPUTER GENERATED SERVICE. NO BANK SIGNATURE IS REQUIRED.

FOR BANK USE ONLY:

M: 00000000000000000000
 O: MC
 CI
 ST
 ST

ENCLOSURE

1606311

WACHOVIA

Exhibit "B"

INVOICE

TIME: 12:45:53

Quastar Computer International
1725 Corporate Dr. Suite 350
Norcross, GA. 30093
(770) 564-0600 www.quastar.com

A1 302849
DATE: 10/30/2009

PAGE: 1

BILL TO 6501
CARREFOUR INFORMATIQUE TREMBLANT
460 MONTEE KAVANAUGH

SHIP TO
CARREFOUR INFORMATIQUE TREMBLANT
460 MONTEE KAVANAUGH

MONT-TREMBLANT QC J8E -2P2
VIA F.O.B TERMS
TRUCK INT'L ATLANTA PREPAID

MONT-TREMBLANT QC J8E -2P2
P.O. # SALES PERSON
90819 239

INVENTORY#	DESCRIPTION	ORDERED	SHIPPED	PRICE U/M	AMOUNT
***** PAYMENT TO BE SETTLED BY LETTER OF CREDIT NUMBER: RIMP/09/101959 ISSUED BY FIRST AMERICAN BANK, 1660 LOUIS AVENUE ELK GROVE, IL, UNITED STATES - FAMBUS44 *****					
CPUP4E8400B	INTEL E8400 3.0GHz FSB1333 C2D 775 6M BOX SERIAL NUMBER FOR ALL UNITS: BX80570E8400	560.00	560.00	176.40 EA	98784.00
HD500KS-W	WD 500GB SATA 3 16MB CACHE KS/AAKS SERIAL NUMBERS LISTED ON ATTACHED DOCUMENT UNDER WD5000AAKS	560.00	560.00	54.10 EA	30296.00
RM40N5800-K	KINGSTON 4GB (2x2GB) DDR2 8 00 240PIN DUAL CHANNEL KITS SERIAL NUMBER FOR ALL UNITS: KVR800D2N5K2/4 G	560.00	560.00	88.73 EA	49688.80
MT193WBB-A	ACER 19" MONITOR BLACK WIDE SCREEN W/O SPEAKERS SERIAL NUMBERS LISTED ON ATTACHED DOCUMENT UNDER ACRV193WBB	280.00	280.00	132.89 EA	37209.20

INVOICE

TIME: 12:45:55

Quastar Computer International
 1725 Corporate Dr. Suite 350
 Norcross, GA. 30093
 (770)564-0600 www.quastar.com

A1 302849
 DATE: 10/30/2009

PAGE: 2

BILL TO 6501
 CARREFOUR INFORMATIQUE TREMBLANT
 460 MONTEE KAVANAUGH

SHIP TO
 CARREFOUR INFORMATIQUE TREMBLANT
 460 MONTEE KAVANAUGH

MONT-TREMBLANT QC J8E -2P2
 VIA F.O.B TERMS
 TRUCK INT'L ATLANTA PREPAID

MONT-TREMBLANT QC J8E -2P2
 P.O. # SALES PERSON
 90819 239

INVENTORY#	DESCRIPTION	ORDERED	SHIPPED	PRICE U/M	AMOUNT
FREIGHT TO BE PAID BY CUSTOMER					

ALL CLAIMS MUST BE MADE IN 48 HRS OF RECEIPT.
 IPT. NO CREDIT RETURNS AFTER 15 DAYS. SEE RMA POLICY.
 CY. 1.5% MONTHLY ON PAST DUE & \$20 FOR NSF.

NET AMOUNT: 215978.00
 MISC CHARGE: 0.00
 TAX: 0.00
 FREIGHT: 0.00
 TOTAL: 215978.00
 PAID: 0.00
 BALANCE DUE: 215978.00

SERIAL NUMBERS FOR MODEL ACRV193WBB - 280 ITEMS

2504157240	92509275340	92509281840	ETLBP0C0909250A4CC4088
2509278940	92509275440	92509282040	ETLBP0C0909250A4CE4088
2509280540	92509275540	92509282140	ETLBP0C0909250A4CF4088
2509281240	92509275640	92509282240	ETLBP0C0909250A4D24088
2509281740	92509275740	92509282340	ETLBP0C0909250A4D34088
2509309140	92509275840	92509282440	ETLBP0C0909250A4D84088
884483643226	92509275940	92509282640	ETLBP0C0909250A4D94088
92504150940	92509276040	92509283140	ETLBP0C0909250A4DB4088
92504152140	92509276140	92509285340	ETLBP0C0909250A4DC4088
92504153540	92509276240	92509285540	ETLBP0C0909250A4E04088
92504153940	92509276340	92509286540	ETLBP0C0909250A4E14088
92504155040	92509276440	92509308340	ETLBP0C0909250A4E44088
92504155140	92509276540	92509309440	ETLBP0C0909250A4E74088
92504155340	92509276640	92509309540	ETLBP0C0909250A4EB4088
92504155540	92509276740	92509309640	ETLBP0C0909250A4EE4088
92504156340	92509276840	92509310540	ETLBP0C0909250A4FD4088
92504156740	92509276940	92509310740	ETLBP0C0909250A4F14088
92504156940	92509277040	92509310940	ETLBP0C0909250A4F34088
92504157640	92509277140	ETLBP0C0909250A2254088	ETLBP0C0909250A4F54088
92504158340	92509277340	ETLBP0C0909250A22F4088	ETLBP0C0909250A4F84088
92504158740	92509277440	ETLBP0C0909250A2314088	ETLBP0C0909250A4F94088
92504158840	92509277540	ETLBP0C0909250A2344088	ETLBP0C0909250A5014088
92504159140	92509277640	ETLBP0C0909250A2374088	ETLBP0C0909250A5134088
92504159340	92509277740	ETLBP0C0909250A23D4088	ETLBP0C090925129F84088
92504215540	92509277840	ETLBP0C0909250A23F4088	ETLBP0C090925129F84088
92504216640	92509277940	ETLBP0C0909250A2404088	ETLBP0C090925129FB4088
92504217440	92509278040	ETLBP0C0909250A2434088	ETLBP0C090925129FC4088
92504217740	92509278140	ETLBP0C0909250A24D4088	ETLBP0C090925129FD4088
92504218640	92509278240	ETLBP0C0909250A24F4088	ETLBP0C09092512A004088
92504219040	92509278340	ETLBP0C0909250A2504088	ETLBP0C09092512A054088
92504219440	92509278540	ETLBP0C0909250A2534088	ETLBP0C09092512A0C4088
92504220040	92509278640	ETLBP0C0909250A25A4088	ETLBP0C09092516A3B4088
92504220340	92509278740	ETLBP0C0909250A25F4088	ETLBP0C09092516A3D4088
92504220840	92509278840	ETLBP0C0909250A2604088	ETLBP0C09092516A3F4088
92504221240	92509279040	ETLBP0C0909250A2644088	ETLBP0C09092516A414088
92504221940	92509279140	ETLBP0C0909250A2664088	ETLBP0C09092516A434088
92504222440	92509279240	ETLBP0C0909250A26F4088	ETLBP0C09092516A444088
92504223240	92509279340	ETLBP0C0909250A2704088	ETLBP0C09092516A464088
92504224140	92509279540	ETLBP0C0909250A2744088	ETLBP0C09092516A4A4088
92509273140	92509279640	ETLBP0C0909250A2754088	ETLBP0C09092516A4B4088
92509273340	92509279740	ETLBP0C0909250A2794088	ETLBP0C09092516A4C4088
92509273540	92509280340	ETLBP0C0909250A27A4088	ETLBP0C09092516A4D4088
92509273740	92509280640	ETLBP0C0909250A2804088	ETLBP0C09092516A4F4088
92509273940	92509280740	ETLBP0C0909250A2844088	ETLBP0C09092516A504088
92509274040	92509280840	ETLBP0C0909250A4AB4088	ETLBP0C09092516A514088
92509274240	92509280940	ETLBP0C0909250A4AE4088	ETLBP0C09092516A524088
92509274440	92509281040	ETLBP0C0909250A4AB4088	ETLBP0C09092516A534088
92509274640	92509281140	ETLBP0C0909250A4B74088	ETLBP0C09092516A544088
92509274740	92509281340	ETLBP0C0909250A4BE4088	ETLBP0C09092516A554088
92509274840	92509281440	ETLBP0C0909250A4BF4088	ETLBP0C09092516A564088
92509274940	92509281540	ETLBP0C0909250A4C14088	ETLBP0C09092516A574088
92509275140	92509281640	ETLBP0C0909250A4C64088	ETLBP0C09092516A584088
92509275240	92509281740	ETLBP0C0909250A4CA4088	ETLBP0C09092516A594088

Exhibit "C"

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

DEPENDABLE COMPONENT SUPPLY, INC.

Plaintiff,

CASE NO: 10-028370 (04)

v.

CARREFOUR INFORMATIQUE TREMBLANT, INC.;
LC.COM, LTD, d/b/a CORPORATE FUNDING PARTNERS;
ASHFORD FINANCE, LLC;
FIRST AMERICAN BANK OF ILLINOIS

Defendants.

SUMMONS

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition in this action on defendant

First American Bank
Pattie Marshall, Senior VP or
Tom Wells, Chairman of the Board
1650 Louis Avenue
Elk Grove Village, IL 6000007-2350

Each defendant is required to serve written defenses to the complaint or petition on John Mullin, Esquire, plaintiff's attorney, whose address is Tripp, Scott, P.A., 110 SE 6 Street, 15th Floor, Fort Lauderdale, Florida 33302, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

AUG 04 2010

Howard C. Forman
As Clerk of the Court

By _____
As Deputy Clerk

DAVID LEWIS

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA),
DISABLED PERSONS WHO, BECAUSE OF THEIR DISABILITIES, NEED SPECIAL
ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE
ADA COORDINATOR AT 201. SE 6TH STREET, ROOM 136, FT. LAUDERDALE, FL.

"A"

33301, OR TELEPHONE VOICE/TDD 954/357-6364 NOT LATER THAN FIVE BUSINESS DAYS PRIOR TO SUCH PROCEEDING.

Usted ha sido demandado legalmente. Tiene 20 días, contados a partir del recibo de esta notificación, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefónica no lo protegerá. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el número del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podría perder el caso y podría ser despedido de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guía telefónica. Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, deberá usted enviar por correo a entregar una copia de su respuesta a la persona denominada abajo como "Plaintiff/Petitioner's Attorney" (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont été entreprises contre vous. Vous avez 20 jours consécutifs à partir de la date de l'assignation de cette citation pour déposer une réponse écrite à la plainte ci-jointe auprès de ce tribunal. Un simple coup de téléphone est insuffisant pour vous protéger. Vous êtes obligé de déposer votre réponse écrite, avec mention du numéro de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le délai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent être saisis par la suite, sans aucun préavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immédiats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez téléphoner à un service de référence d'avocats ou à un bureau d'assistance juridique (figurant à l'annuaire de téléphones).

Si vous choisissez de déposer vous-même une réponse écrite, il vous faudra également, en même temps que cette formalité, faire parvenir ou expédier une copie de votre réponse écrite au "Plaintiff/Petitioner's Attorney" (Plaignant ou à son avocat) nommé ci-dessus.

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

DEPENDABLE COMPONENT SUPPLY, INC.

Plaintiff,

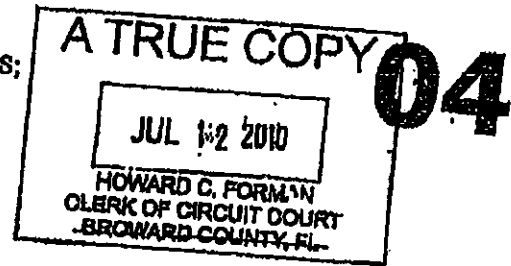
CASE NO:

10 28370

v.

CARREFOUR INFORMATIQUE TREMBLANT, INC.;
LC.COM, LTD, d/b/a CORPORATE FUNDING PARTNERS;
ASHFORD FINANCE, LLC;
FIRST AMERICAN BANK OF ILLINOIS

Defendants.



COMPLAINT

Plaintiff, Dependable Component Supply, Inc. by and through the undersigned counsel, hereby sues Carrefour Informatique Tremblant, Inc.; Corporate Funding Partners; Ashford Finance, LLC; and First American Bank of Illinois, and in support thereof states the following:

JURISDICTION AND VENUE

1. This is an action for damages in excess of \$15,000.00.
2. Dependable Component Supply ("Dependable") is a Florida corporation with its principal place of business in Florida.
3. Upon information and belief, Carrefour Informatique Tremblant, Inc. ("Carrefour") is a foreign corporation with its principal place of business in Mont-Tremblant, Quebec, Canada, which conducts substantial and not isolated business throughout the United States including Florida.
4. Upon information and belief, LC.Com, LTD, d/b/a Corporate Funding Partners ("Corporate Funding Partners") is a New York Corporation, with its principal place of business in New York, which conducts substantial and not isolated business throughout the United States including Florida.
5. Upon information and belief, Ashford Finance, LLC ("Ashford") is a New York corporation with its principal place of business in New York, which conducts substantial and not isolated business throughout the United States, including Florida.

6. Upon information and belief, First American Bank of Illinois ("First American") is an Illinois corporation with its principal place of business in Illinois, which conducts substantial and not isolated business throughout the United States, including Florida.

7. This Court has personal jurisdiction over all defendants as a result of their substantial and not isolated business activity within the state of Florida; the infliction of tortious activity within the state of Florida, or which had an effect within the state of Florida; and the collaboration between the defendants in the issuance of a letter of credit to Dependable, and wrongful dishonoring of the same.

8. Venue is proper, as the conduct giving rise to Dependable's damages occurred within Broward County, or its effects of the conduct occurred within Broward County.

GENERAL ALLEGATIONS

9. Plaintiff is a corporation that specializes in the distribution and sale of component parts, including high tech computer parts, semi-conductors, etc.

10. Carrefour purportedly works in concert with United States companies in order to import high value computers, computer parts, and computer hardware ("parts").

11. Upon information and belief, Carrefour works in concert with Corporate Funding Partners, Ashford Finance, and First American Bank, in order to induce United States companies to seek letters of credit, and induce those companies to ship goods in reliance of those letters of credit.

12. Upon information and belief, Carrefour, in combination with the remaining defendants, induced Dependable to seek the letter of credit; the purpose of doing so was to induce Dependable to accept the letter of credit in exchange for a purchase by Carrefour of parts from Dependable. A letter of credit was issued, listing Dependable as a beneficiary on or about May 22, 2009. This letter of credit is attached hereto as Exhibit "A."

13. Upon information and belief, First American Bank of Illinois issued the letter of credit on behalf of Corporate Funding Partners, Ashford Finance, and First American Bank. The person orchestrating the letter of credit opening within First American Bank was Patti Marshall, Senior Vice President.

14. The letter of credit provides that goods will be sent to Corporate Funding Partners at the address of Carrefour.

15. Dependable, after being issued a letter of credit listing them as a beneficiary, relied on the letter of credit and shipped goods to the consignee, Corporate Funding Partners. The goods were signed for by Mike Tones, who upon information and belief, works for both Corporate Funding Partners and Carrefour. After the goods were signed for, Dependable requested a Shipping Compliance Certificate to complete the letter of credit, and receive payment.

16. Upon requesting the Shipping Compliance Certificate, Patti Marshall of First American Bank refused payment, stating that "prior to effecting any shipments you were to have contacted from Ashford Finance LLC . . . to initiate the creation of this shipping document. As the finance company representing the applicant in this transaction, once they were satisfied that all the financing arrangement were in place for this i/o, they would have [sic] issued this document and presented it to FAB for our signature and release to you, the beneficiary . . . [a]s this document was not issued by Ashford nor presented to FAB for our signature prior to your shipping, the documents you presented were discrepant. This is a discrepancy that FAB does not waive." See email attached hereto as Exhibit "B".

17. The Defendants, despite collaborating together to induce Dependable to rely on the letter of credit as payment for the parts it shipped, never intended for the letter of credit to be paid. The Defendants knew that the letter of credit would be dishonored; as a result, they made material misrepresentations of fact to Dependable, and intended that Dependable rely to their detriment.

18. Namely, the Defendants relied on boilerplate within the letter of credit which reads: "Original Shipping Compliance Certificate (SCC) signed and issued by an authorized officer of Ashford Finance, LLC, 152 Madison Ave. Suite 1003, New York, NY 10016, USA on their letterhead and countersigned by Trade Finance Division of First American Bank, 1650 Louis Avenue, Elk Grove Village, IL 60007, USA."

19. The Defendants represented to Dependable that upon shipment of the parts and acceptance of the same, all conditions precedent to redemitting the letter of credit would be satisfied. This

was a material misrepresentation; in contradiction to their representations to the Plaintiff regarding what would enable the letter of credit to be redeemed, the Defendants subsequently relied on the language within the letter of credit to the Plaintiff's detriment as an absolute bar to payment.

20. Upon information and belief, Ashford, together with Corporate Funding Partners, never intended that the Shipping Compliance Certificate would be issued, as upon information and belief, those Defendants never obtained financing for the letter of credit.

COUNT I- WRONGFUL DISHONOR OF LETTER OF CREDIT

21. Plaintiff realleges and reavers paragraphs 1- 20 above as if originally set forth herein.

22. As set forth above, the Defendants acted in concert in inducing Dependable to accept a letter of credit that they stated would act as payment for shipment of parts by Dependable.

23. Dependable, after being issued a letter of credit by, or on behalf of, all the Defendants, shipped parts to the Defendants as required.

24. The Defendants, at all material times, represented to Defendant that all conditions precedent to redeeming the letter of credit would be satisfied upon shipment and receipt of the parts. As such, any terms to the contrary in the letter of credit were waived or excoised as the result of a modification. Alternatively, the Defendants are estopped from asserting any conditions precedent, due to their manifestations to the Plaintiff that prompt shipment and receipt was satisfactory to redeem the letter of credit.

25. All conditions precedent to redeeming the letter of credit have been performed.

26. Because Dependable performed all steps necessary to redeeming the letter of credit, the refusal of the Defendants to pay Dependable according to its terms constitutes a wrongful dishonor of the letter of credit.

27. As a result of this wrongful dishonor of the letter of credit, Dependable has suffered damages.

WHEREFORE, Dependable demands judgment in its favor for all amounts due and owing under the Letter of Credit, and for any statutory and attorney's fees it may be entitled to contractually, statutorily, or under the common law.

COUNT II- FRAUD

28. Plaintiff realleges and reavers paragraphs 1-20 above as if originally set forth herein.

29. The Defendants made material misrepresentations of fact to Dependable by inducing it to accept a letter of credit in exchange for shipment of parts. The letter of credit was issued by, or on behalf of, all Defendants.

30. Namely, the Defendants made statements which represented that upon shipment and receipt of the parts, all conditions precedent would be satisfied for redemption of the letter of credit. Upon information and belief, Defendants made these statements with the express knowledge that they would later rely on boilerplate contractual language to avoid redemption.

31. The Defendants knew these statements to be false when made, and intended that Dependable rely on these representations in accepting the letter of credit. The Defendants at all material times never intended for Dependable to be able to redeem the letter of credit.

32. Dependable justifiably relied upon the statements, by shipping the parts in a timely manner. This justifiable reliance was to Dependable's detriment, as it shipped parts which the Defendants did not intend to, and have not actually paid for.

33. In essence, the letter of credit was issued solely for the purpose of inducing Dependable to ship the goods, and the Defendants never intended that the letter of credit could be redeemed by Dependable.

34. As a result of the Defendant's conduct, the Plaintiff has suffered damages.

WHEREFORE, Dependable demands judgment in its favor for all amounts due and owing under the Letter of Credit, and for any statutory and attorney's fees it may be entitled to contractually, statutorily, or under the common law.

COUNT III- GOODS SOLD-
(CARREFOUR AND CORPORATE FUNDING PARTNERS)

35. Plaintiff realleges paragraphs 1-20 as if originally set forth herein.
36. This is an action for damages that exceed \$15,000.
37. Plaintiff and Defendants entered into a contract for the sale of goods. In conformity therewith, the Plaintiff shipped parts to Carrefour and Corporate Funding Partners. (See Exhibit "C").
38. The letter of credit issued that listed Plaintiff as beneficiary was dishonored, and Plaintiff was not remunerated in any other fashion for the parts. As a result, Carrefour and Corporate Funding are liable for the agreed upon price of the parts.

WHEREFORE, Dependable demands judgment against Carrefour and Corporate Funding Partners in its favor for all amounts due and owing under the contract for the sale of goods, together with all consequential and incidental damages it may be entitled to, and for any statutory and attorney's fees it may be entitled to contractually, statutorily, or under the common law.

JURY TRIAL DEMAND

Plaintiff hereby demands trial by jury of all issues so triable, and reserves the right to seek punitive damages under Florida law by proffer pursuant to Fla. Stat. § 768.72 and all other applicable authorities.

Respectfully submitted this 12 day of July, 2010.

TRIPP SCOTT, P.A.
Attorneys for Defendants
110 SE 6 Street, 15th Floor
Fort Lauderdale, Florida 33301
Tel. 954-525-7500
Fax. 954-761-8475

By


John M. Mullin
FBN: 777323

Page 1 of 3

**FIRST
AMERICAN
BANK**

OK TO ISSUE

Name of Company:

Client Signature:

Request No: X-3348/ASHFORD

**Application for
Import Letter of Credit**

May 15, 2009

Please issue an irrevocable, transferable commercial letter of credit and forward same to your branch office or correspondent bank for delivery to the beneficiary.

Expiry Date: July 13, 2009

Latest shipping date: June 28, 2009

Expiry Place: ☒ Negotiating Bank's CounterAdvise credit by: ☒ Cable

Applicant's Name and Address:

Carrefour Informatique Tremblant Inc

460 Montee Kavanagh

Mont Tremblant

Quebec, J8B 2P2

Canada

Beneficiary's Name and Address: ☒

Condable Component Supply

2711 Airport, Center Drive

Fort Lauderdale, FL 33442, USA

Beneficiary's Bank and Address: ☒

Bank of America

401 E Los Olas Blvd,

Ft Lauderdale, FL 33301, USA

SWIFT: BOFAUS3NXXX

AMOUNT INFORMATIONAmount: ☒ USD 332,511Variances: ☒Maximum Credit Amount: ☒Percentage of Invoice: ☒Additional Amount Spec: ☒**AVAILABLE WITH**Credit available with: ☒Available by: ☒Drafts at: ☒

Additional tenor

Information: ☒Drawee: ☒

Any Bank

Negotiation

Days Sight:

days: 60

First American Bank

https://www.firstamloc.com/FAB2-EB/ASHFORD-LIVE_TP.NSF/E3692ac9fe8f730e8825... 5/15/2009

Page 3 of 3

4. Documents to be presented within 15 days after the Truck Bill of Lading date, but within the validity of the L/C.
5. This letter of credit is transferable in whole or part, provided this original credit is presented to Bank of America, USA for endorsement of transfer, under advice to us and their transfer commission is paid. Transfers to designated foreign nationals and/or specially designated nationals are not permitted as being contrary to U.S. Treasury Department, Foreign Assets Control Regulations. The transferring bank must inform us if the first beneficiary retains their rights to substitute their draft and invoices with those of the second beneficiary.
6. All documents must be issued in the English language.

DRAFT

Applicable Rules: UCP LATEST VERSION

The documentary credit is subject to the version of the ICC Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Paris, France, which is in effect on the date of issuance.

Please complete this form	
Bank	
Your Initials: <input type="text"/>	
On Hold	

OK TO ISSUE

Name of Company:

Client Signature:

DRAFT

US Treasury

22/05/09 16:51:06

LocalSWIFTAck-8957-000001

1

Notification (Translation) of Original sent to SWIFT (ACK)
 Network Delivery Status : Network Ack
 Priority/Delivery : Normal
 Message Input Reference : 1550 080622FAMBUS44XXX6609016388

Swift Input : FAMBUS44XXX
 Sender : FIRST AMERICAN BANK
 ELK GROVE VILLAGE, IL US
 Receiver : BOPAUSSNDXXX
 BANK OF AMERICA, N.A.
 NEW YORK NY US
 MUR : EXPRESS TRADE

27: Sequence of Total
 1/1
 40A: Form of Documentary Credit
 IRREVOCABLE TRANSFERABLE
 20: Documentary Credit Number
 RIMP087101658
 31C: Date of Issue
 090522

40B: Applicable Rules
 UCP LATEST VERSION

31D: Date and Place of Expiry
 090713 NEGOTIATING BANK'S COUNTERS

50: Applicant
 CANNEFOUR INFORMATIQUE TREMBLANT
 INC., 460 MONTEE KAVANAGH
 MONT TREMBLANT, QUEBEC J6E 2P2
 CANADA

55: Beneficiary - Name & Address
 DEPENDABLE COMPONENT SUPPLY
 1003 E. NEWPORT, CENTER DRIVE
 DEERFIELD BEACH, FL 33442, USA

82B: Currency Code, Amount
 Currency : USD (US DOLLAR)
 Amount : \$552,584.00#

41D: Available With... By... - Name & Addr
 ANY BANK
 BY NEGOTIATION

42C: Drafts at...
 DAYS SIGHT/30

42A: Drawee - BIC
 FAMBUS44
 FIRST AMERICAN BANK
 ELK GROVE VILLAGE, IL US

43P: Partial Shipments
 ALLOWED

43T: Transshipment
 ALLOWED

44A: Pl of Tiding in Chrg / of Receipt
 DEERFIELD BEACH, FL, USA

44B: Pl of Final Dest / of Delivery
 MONT TREMBLANT, QUEBEC, CANADA

44C: Latest Date of Shipment
 090628

45A: Description of Goods &/or Services
 COMPUTER COMPONENT AND ACCESSORIES AS PER PROFORMA INVOICE
 NO. 138568 DATED MAY
 8, 2009.

FOB DEERFIELD BEACH, FL, USA CONTAINER SHIPMENTS: ALLOWED

46A: Documents Required
 1. SIGNED COMMERCIAL INVOICE ISSUED BY THE BENEFICIARY IN
 ONE ORIGINAL PLUS 3
 COPIES INDICATING LG NUMBER, NAME OF THE LG ISSUING BANK,
 AND FULL DETAILS OF
 THE GOODS SHIPPED.

2. FACTORY LIST IN ONE ORIGINAL AND 3 COPIES.
 3. TRUCK BILLS OF LADING CONSIGNED TO CORPORATE FUNDING PARTNERS.

22/05/08 18:51:08

Leos@swRAck-8857-000001

2

480
 MONTEE KAVANAGH, MONT TREMBLANT QUEBEC J8E 2P2, CANADA, MARKED
 FREIGHT -
 COLLECT AND INDICATING NOTIFY CARREFOUR INFORMATION TREMBLANT
 INC, 480

MONTEE KAVANAGH, MONT TREMBLANT, QUEBEC J8E 2P2, CANADA.
 4. ORIGINAL SHIPPING COMPLIANCE CERTIFICATE SIGNED AND ISSUED
 BY AN AUTHORIZED
 OFFICER OF ASHFORD FINANCE LLC, 162 MADISON AVE, SUITE 1003,
 NEW YORK, NY
 10016, USA ON THEIR LETTERHEAD AND COUNTERSIGNED BY THE TRADE
 FINANCE DIVISION
 OF FIRST AMERICAN BANK, 1880 LOUIS AVENUE, ELK GROVE VILLAGE,
 IL 60007, USA.

6. NEGOTIATING BANK TO PRESENT A COPY OF AN AUTHENTICATED
 SWIFT MESSAGE FROM
 FIRST AMERICAN BANK, ELK GROVE VILLAGE, IL (SWIFT: FAMBUS44)
 TO THE NEGOTIATING BANK
 VERIFYING THE AUTHENTICITY OF THEIR SIGNATURE ON THE ORIGINAL
 SHIPPING
 COMPLIANCE CERTIFICATE.

47A: Additional Conditions

1. DRAWINGS UNDER THIS CREDIT MUST BE FOR 100 PERCENT OF THE
 INVOICE VALUE.
2. ALL BANK CHARGES OTHER THAN THOSE OF FIRST AMERICAN BANK'S
 LETTER OF CREDIT
 ISSUANCE CHARGES ARE FOR BENEFICIARY'S ACCOUNT AND WILL NOT
 BE BORNE BY THE
 ISSUING BANK AND SHOULD BE COLLECTED FROM THE BENEFICIARY
 AT TIME SERVICE IS
 RENDERED BY THE ADVISING/REMITTING BANK.
3. DISCREPANT DOCUMENTS WILL BE SUBJECT TO A DISCREPANCY HANDLING
 FEE
 WHICH WILL BE FOR BENEFICIARY'S ACCOUNT.
4. DOCUMENTS TO BE PRESENTED WITHIN 15 DAYS AFTER THE TRUCK
 BILL OF LADING
 DATE, BUT WITHIN THE VALIDITY OF THE L/C.
5. THIS LETTER OF CREDIT IS TRANSFERABLE IN WHOLE OR PART,
 PROVIDED THIS
 ORIGINAL CREDIT IS PRESENTED TO BANK OF AMERICA, USA FOR ENDORSEM
 ENT OF
 TRANSFER, UNDER ADVICE TO US AND THEIR TRANSFER COMMISSION
 IS PAID. TRANSFERS
 TO DESIGNATED FOREIGN NATIONALS AND/OR SPECIALLY DESIGNATED
 NATIONALS ARE NOT PERMITTED AS BEING CONTRARY TO U.S. TREASURY
 DEPARTMENT,
 FOREIGN ASSETS CONTROL REGULATIONS, THE TRANSFERRING BANK
 MUST INFORM US
 IF THE FIRST BENEFICIARY RETAINS THEIR RIGHTS TO SUBSTITUTE
 THEIR
 DRAFT AND INVOICES WITH THOSE OF THE SECOND BENEFICIARY.
6. ALL DOCUMENTS MUST BE ISSUED IN THE ENGLISH LANGUAGE.
7. REMITTING BANK/BENEFICIARY MUST INCLUDE A COPY OF EACH
 REQUIRED DOCUMENT
 WITH THEIR PRESENTATION OR A COPY FEE OF USD15.00 WILL BE
 DEDUCTED FROM THE
 PROCEEDS AT THE TIME OF PAYMENT.
8. NEGOTIATING/PRESENTING BANK'S COVER LETTER MUST INDICATE
 WHICH AMENDMENTS,
 IF ANY, HAVE BEEN ACCEPTED BY THE BENEFICIARY.

48: Confirmation Instructions

WITHOUT

78: Instructions to Pay/Accept/Negotiate Bank

REMITTING BANK TO FORWARD DOCUMENTS IN ONE MAILING TO FIRST
 AMERICAN BANK ATTN: TRADE FINANCE DIVISION, 1880 LOUIS AVENUE,
 ELK GROVE VILLAGE, IL 60087 BY COURIER, AT BENEFICIARY'S EXPENSE,
 UNDER SWIFT ADVICE TO US. PLEASE INCLUDE YOUR PAYMENT INSTRUCTI
 ONS, REMITTING BANK TO CERTIFY THAT THE AMOUNT OF EACH DRAFT
 HAS BEEN ENDORSED ON THE REVERSE OF THIS ORIGINAL LETTER OF
 CREDIT. PAYMENT WILL BE EFFECTED, IN ACCORDANCE WITH YOUR
 INSTRUCTIONS, UPON RECEIPT OF COMPLYING DOCUMENTS AT OUR COUNTERS

22/08/09 18:51:08

- LocalSWIFTAcks-8957-000001

3

57D: Advice Through Bank-Name&Addr

BANK OF AMERICA, FL
401 E LOS OLAS BLVD.
FT LAUDERDALE, FL 33301
72: Sender to Receiver Information
TRANSFER BANK OF AMERICA, FL

Message Trailer

(CHK16B2D7EA1EDC)

PK Signature: MAC-Equivalent

Intervention

Category : Network Report

Creation Time : 22/08/09 18:50:49

Application : SWIFT Interface

Operator : SYSTEM

Text

(1P21FAMBUS44A00X3809018598)(4:(177:0905221650)(451:0)(108:EXPRESSTRADE))

Howard Kosoy

From: pmarshall@firstambank.com
 Sent: Wednesday, August 26, 2009 4:29 PM
 To: Howard Kosoy
 Cc: rhasan@ashfordfinance.com; lmikhlin@ashfordfinance.com; LGonzalez@firstambank.com;
 NRemirez@firstambank.com
 Subject: Re: FW: LC - RIMP/09/101868
 Attachments: 0826132338.pdf

Howard

Confirming our phone conversation of today with you and your associate Matt,

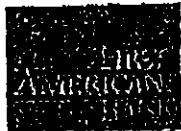
[REDACTED]

2. As this document was not issued by Ashford nor presented to FAB for our signature prior to your shipping, the documents you presented were discrepant. This is a discrepancy that FAB does not waive.

3. FAB has not received any waivers from Carrefour Informatique Tremblant Inc. (as indicated in the attachment to your email) nor the funds necessary for FAB to accept their waiver. Therefore, the documents remain refused and held at your disposal.

Regards,

Pattie Marshall, SVP
 Trade Finance Operations Manager
 1650 Louis Avenue
 Blk Grove Village, IL 60007-2350
 Phone: (1-847)586-2227
 Fax: (1-847) 290-8040
 Email: pmarshall@firstambank.com



www.firstambank.com



"Howard Kosoy" <hkosoy@dependencia.com>

To: <pmarshall@firstambank.com>



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 Phone 864-293-5800 • Toll Free 800-838-7100 • Fax 864-293-5801
<http://www.dependable.com>

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ISO 9001:2000
 REGISTERED COMPANY

PAGE	1
PACK LIST NO.	110175-00

BAROYIA
 S CARREFOUR INFORMATIQUE
 O TREMBLANT INC
 D 460 MONTÉE KAVANAGH
 T MONT-TREMBLANT QC, CD JEE 2P2
 TNS. EXP. :

S
 H CORPORATE FUNDING PARTNERS
 I 460 MONTÉE KAVANAGH
 P MONT-TREMBLANT QC, CD JEE 2P2
 T
 Ship Via: FEDEX Acct#: 473701863

ORDER DATE	6/02/09	CUSTOMER PURCHASE ORDER NO.	B10019	SHIP DATE	6/08/09	SHIP VIA	FEDEX INT'L PRIORITY	TERMS	LTR OF CREDIT	SALES PERSON NO.	78	PRINT DATE	6/08/09
SPECIAL INSTRUCTIONS >													
QTY. ORDERED	QTY. SHIPPED	QTY. BACKORDERED	BIN LOCATION	ITEM NO.	DESCRIPTION	TOTAL							
100	100	0	181	EX8058069400	core 2 quad 4940 2.66 ghz								
200	200	0	181	KVR800D2N5W2/4G	4GB800MHz DDR2 NON-ECC DIMM								
100	100	0	181	WD5000AAKS	WD Cavalier SE16 Hard Drive								
MTG Code: MD						300GB SATA 7200rpm							
Certificate of Compliance It is hereby certified that all material used in the manufacture of parts in the quantity called for on the attached purchase order conforms to the material and/or manufacturing specifications indicated in drawings or specifications as called for on each purchase order.													
Authorized Signature: <i>[Signature]</i> NOTE: THIS SHIPMENT HAS BEEN CHECKED TWICE. ANY DISCREPANCIES MUST BE REPORTED IMMEDIATELY. NO CLAIM WILL BE ACCEPTED AFTER 5 DAYS.													
DATE FILLED		6-5-09		PIECED BY		PACKED BY		CHECKED BY		NO. OF CARTONS			

COMMERCIAL INVOICE

SELLER / SHIPPER (Full name and Address) DEPENDABLE COMPONENT SUPPLY 1003 E. NEWPORT CENTER DRIVE DEERFIELD BEACH FL 33442 US		Revision B Invoice Date and Number 8/2/2008 115175-00		Customer Order Number 810019
(954) 253-8800 Tax Identification (BIN) 0000000000		Other References		
CONSIGNEE (Name, Full Address) CORPORATE FUNDING PARTNERS 480 MONTEE KAVANAGH MONT-TREMBLANT QC QD J8E 2P2		Buyer (if other than Consignee) CANEFOUR INFORMATIQUE TREMBLANT INC 450 MONTEE KAVANAGH MONT-TREMBLANT QC QD J8E 2P2		
Port of Loading		Terms and Conditions of Delivery Payment LTR OF CREDIT		
Final Destination CANADA	Exporting Carrier FEDERAL EXPRESS			
Other Transportation Information		Currency of Sale U.S. DOLLARS		
Marks and Numbers	Number of Packages 2	Total Gross Weight 115	Cubic Meters	
Complete and Accurate Commodity Description		Quantity / Unit of Measure	Unit Price	Amount
Mfr Part #: BX568890400 8471 60.0085 DIGITAL PROCESSING UNITS, NESOI, WHETHER OR NOT CONTAINING IN THE SAME HOUSING 1 OR 2 OF THE FOLLOWING TYPES OF UNIT: STORAGE, INPUT OR OUTPUT NOTE: C/O: MALAYSIA		100/EA	250.00000	25,000.00
Mfr Part #: KVR000D1NSK2/40 8542 39.0000 ELECTRIC INTEGRATED CIRCUITS, NESOI NOTE: C/O: CHINA		200/EA	55.00000	11,000.00
These commodities, technology, or software were exported from the United States of America in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. It is hereby certified that this invoice shows the actual price of the goods described, that no invoice has been or will be issued, and that all particulars are true and correct.		Packing Costs		
Signature and Status of Authorized Person		Freight Costs		
Date		Other Costs		
Place		Insurance Costs		
Page 1 of 2		Total Insurance Value		



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 PACK LIST NO. 115174-A

CA60911.
 S CARREFOUR INFORMATIQUE
 O TREMBLANT INC
 D 450 MONTÉE KAVANAGH
 T MONT-TREMBLANT QC, CD J5E 2P2
 INS. EXP. :

1
 S CORPORATE FUNDING PARTNERS
 H 450 MONTÉE KAVANAGH
 P MONT-TREMBLANT QC, CD J5E 2P2
 T
 Ship Via: FEDEX Acct #: 473701863

ORDER DATE	CUSTOMER PURCHASE ORDER NO.	SHIP DATE	SHIP VIA	TERMS	SALES PERSON NO.	PRINT DATE
6/02/09	81019	6/05/09	FEDEX INT'L PRIORITY	LTR OF CREDIT	78	6/04/09

QTY. ORDERED	QTY. SHIPPED	QTY. INORDERED	BIN LOCATION	ITEM NO.	DESCRIPTION	TOTAL
100	100	0	181	8XB0380G9400	core 2 quad q9400 2.66 ghz	
200	200	0	181	KVR8000P2N5W2/4G	4GB800MHz DDR2 NON-ECC DIMM	
100	100	0	181	WDB000AAKS	WD Caviar SE16 Hard Drive	
Mfg Code: MD					SOCEB SATA 7200rpm	

Certificate of Compliance

It is hereby certified that all materials used in the manufacturing of parts in the quantity ordered for on the subject purchase order conform to the material and/or manufacturing specifications indicated by the drawings or specifications as noted for on said purchase order.

COMMENTS

Authorized Signature

DATE FILED	PACKED BY	PACKED BY	CHECKED BY	NO. OF CARTONS
6-4-09	(A)	(A)	(A)	9

NOTES: THIS STATEMENT HAS BEEN CHECKED TWICE. ANY DISCREPANCIES MUST BE REPORTED IMMEDIATELY. NO CLAIM WILL BE ACCEPTED AFTER 5 DAYS.

COMMERCIAL INVOICE

Revision 8

SELLER / SHIPPER (Full name and Address) DEPENDABLE COMPONENT SUPPLY 1003 E. NEWPORT CENTER DRIVE DEERFIELD BEACH FL 33442 US (954) 283-5800		Invoice Date and Number 5/4/2008 11517400		Customer Order Number 81019	
Tax Identification (EIN) [REDACTED]		Other References			
CONSIGNEE (Name, Full Address) CORPORATE FUNDING PARTNERS 460 MONTEE KAVANAGH MONT-TREMBLANT QC QD J8E 2P2		Buyer (If other than Consignee) CARREFOUR INFORMATIQUE TREMBLANT INC 460 MONTEE KAVANAGH MONT-TREMBLANT QC, QD J8E 2P2			
Port of Loading		Terms and Conditions of Delivery Payment LTR OF CREDIT			
Final Destination CANADA	Exporting Carrier FEDERAL EXPRESS	Other Transportation Information			
Mark and Numbers		Number of Packages g		Currency of Sale U.S. DOLLARS	
Mark and Numbers		Number of Packages g		Total Gross Weight 120	
Mark and Numbers		Number of Packages g		Double Mark	
Complete and Accurate Commodity Description		Quantity / Unit of Measure	Unit Price	Amount	
Mfr Part #: BX608002480 8471 80.0085 DIGITAL PROCESSING UNITS, NESOI, WHETHER OR NOT CONTAINING IN THE SAME HOUSING 1 OR 2 OF THE FOLLOWING TYPES OF UNIT: STORAGE, INPUT OR OUTPUT NOTE: C/O: MALAYSIA Mfr Part #: KVR080D1MK248 8542 39.0000 ELECTRIC INTEGRATED CIRCUITS, NESOI NOTE: C/O: CHINA		100/EA	250.00000	25,000.00	
		200/EA	55.00000	11,000.00	
These commodities, technology, or software were exported from the United States of America in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. It is hereby certified that this invoice shows the actual price of the goods described, that no invoice has been or will be issued, and that all particulars are true and correct.		Packing Costs			
Signature and Status of Authorized Person		Freight Costs			
Date		Other Costs			
Phone		Insurance Costs			
Page 1 of 2		Total Insurance Value			

COMMERCIAL INVOICE

SELLER / SHIPPER (Full name and Address) DEPENDABLE COMPONENT SUPPLY 1003 E. NEWPORT CENTER DRIVE DEERFIELD BEACH FL 33442 US (854) 283-8800		Revision B Invoice Date and Number 8/4/2009 118174-00		Customer Order Number 81019
CONSIGNEE (Name, Full Address) CORPORATE FUNDING PARTNERS 460 MONTE KAVANAGH MONT-TREMBLANT QC Q8 J8E 2P2		Buyer (if other than Consignee) CARREFOUR INFORMATIQUE TREMBLANT INC 460 MONTE KAVANAGH MONT-TREMBLANT QC, Q8 J8E 2P2		
Port of Loading		Terms and Conditions of Delivery Payment LTR OF CREDIT		
Final Destination CANADA	Exporting Carrier FEDERAL EXPRESS	Currency of Sale U.S. DOLLARS		
Other Transportation Information		Total Gross Weight 120		
Marks and Numbers	Number of Packages 5	Cubic Meters		
Complete and Accurate Commodity Description Mr Part #: WD860BAK6 8471 70.5008 HARD MAGNETIC DISK DRIVE UNITS, NBSOI NOTE: C/O : MALAYSIA LCM RIMP/09/101858 FIRST AMERICAN BANK THE TRADE FINANCE DIVISION 1650 LOUIS AVENUE BLK GROVE VILLAGE, IL, 60007 USA COMPUTER COMPONENT AND ACCESSORIES AS PER PROFORMA INVOICE # 136358, DATED MAY 8, 2009 FOB DEERFIELD BEACH, FL, USA CONTAINER SHIPMENTS: ALLOWED		Quantity / Unit of Measure 100/EA	Unit Price 68.99000	Amount 6,899.00

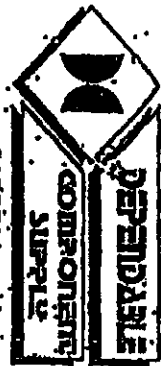
These commodities, technology, or software were exported from the United States of America in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

It is hereby certified that this invoice shows the actual price of the goods described, that no invoice has been or will be issued, and that all particulars are true and correct.

MIKE MCCAULEY/SHIP. MGR.

Signature and Status of Authorized Person Date Place
 8/4/2009 DEERFIELD BEACH

Packing Costs	
Freight Costs	0.00
Other Costs	0.00
Insurance Costs	0.00
Total Insurance Value	42,599.00



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NO PRINT 2000

PAGE	1
PACK LIST NO.	115172-00

PAROYIA
 S CAREFOUR INFORMATION
 L TREBLANT INC
 D 460 MONTTEE KAVANAGH
 T MONT-TREBLANT GC, CD JBE 2P2
 TNS. EXP.:

S CORPORATE FUNDING PARTNERS
 H 460 MONTTEE KAVANAGH
 P MONT-TREBLANT GC, CD JBE 2P2
 Ship Via: FEDEX ACCT#: 473701863

ORDER DATE	CUSTOMER PURCHASE ORDER NO.	SHIP DATE	SHIP VIA	TERMS	SALES PERSON NO.	PRINT DATE
6/02/09	81019	6/02/09	FEDEX INT'L PRIORITY	LTR OF CREDIT	78	6/02/09
SPECIAL INSTRUCTIONS >						
QTY. ORDERED	QTY. SHIPPED	QTY. UNORDERED	BIN LOCATION	ITEM NO.	DESCRIPTION	TOTAL
100	100	0				
200	200	0				
100	100	0				
Mfg Code: WD						
				1B1	BXB08089400	
				1B1	KYR8Q02ENK2/40	
				1B1	MD3000AWS	
					core 2 quad 99400 2.66 ghz 4080041Z DDR2 NON-EGC DIMM WD CAVIAR SE16 Hard Drive 500GB SATA 7200rpm	
Certificate of Compliance: It is hereby certified that all material used in the manufacture of parts in the quantity called for on the subject purchase order conforms to the material and of manufacturing specifications included in drawings or specifications as called for on said purchase order.						
Authorized Signature: DATE FILED: 6-2-09 PICKED BY: PACKED BY: CHECKED BY: NO. OF CARTONS: 15						

NOTE: THIS SHIPMENT HAS BEEN CHECKED TWICE. ANY DISCREPANCIES MUST BE REPORTED IMMEDIATELY. NO CLAIM WILL BE ACCEPTED AFTER 5 DAYS.

COMMERCIAL INVOICE

SELLER / SHIPPER (Full name and Address) DEPENDABLE COMPONENT SUPPLY 1003 E. NEWPORT CENTER DRIVE DEERFIELD BEACH FL 33442 US		Invoice Date and Number 8/4/2009 118172-00		Revision B Customer Order Number 81019	
(954) 283-5300 Tax Identification (EIN) 36-0907371		Other References			
CONSIGNEE (Name, Full Address) CORPORATE FUNDING PARTNERS 460 MONTEE KAVANAGH MONT-TREMBLANT QC Q0 J8E 2P2		Buyer (If other than Consignee) CARREFOUR INFORMATIQUE TREMBLANT INC 460 MONTEE KAVANAGH MONT-TREMBLANT QC, Q0 J8E 2P2			
Port of Loading		Terms and Conditions of Delivery Payment LTR OF CREDIT			
Final Destination CANADA	Exporting Carrier FEDERAL EXPRESS	Other Transportation Information			
Marks and Numbers	Number of Packages 15	Currency of Sale U.S. DOLLARS		Total Gross Weight 142	
				Cubic Meters	
Complete and Accurate Commodity Description		Quantity / Unit of Measure	Unit Price	Amount	
Mfr Part #: BX1088608400 8471 50.0000 DIGITAL PROCESSING UNITS, NESOI, WHETHER OR NOT CONTAINING IN THE SAME HOUSING 1 OR 2 OF THE FOLLOWING TYPES OF UNIT: STORAGE, INPUT OR OUTPUT NOTE: C/O: MALAYSIA		100/EA	250.00000	25,000.00	
Mfr Part #: KVR000D2N6K24G 8542 38.0000 ELECTRIC INTEGRATED CIRCUITS, NESOI NOTE: C/O: CHINA		200/EA	55.00000	11,000.00	
These commodities, technology, or software were exported from the United States of America in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. It is hereby certified that this invoice shows the actual price of the goods described, that no invoice has been or will be issued, and that all particulars are true and correct.		Packing Costs			
Signature and Status of Authorized Person		Freight Costs			
Date		Other Costs			
Place		Insurance Costs			
Page 1 of 2		Total Insurance Value			

COMMERCIAL INVOICE

Revision B

SELLER / SHIPPER (Full name and Address) DEPENDABLE COMPONENT SUPPLY 1003 E. NEWPORT CENTER DRIVE DEERFIELD BEACH FL 33442 US (854) 283-5800		Invoice Date and Number 8/4/2009 115172-00	Customer Order Number 81019
Tax Identification (EIN) 20-0000000		Other References	
CONSIGNEE (Name, Full Address) CORPORATE FUNDING PARTNERS 450 MONTEE KAVANAGH MONT-TREMBLANT QC QD J8E 2P2		Buyer (if other than Consignee) CARREFOUR INFORMATIQUE TREMBLANT INC 450 MONTEE KAVANAGH MONT-TREMBLANT QC, QD J8E 2P2	
Port of Lading		Terms and Conditions of Delivery/Payment LTR OF CREDIT	
Final Destination CANADA	Exporting Carrier FEDERAL EXPRESS		
Other Transportation Information		Currency of Sale U.S. DOLLARS	
Marks and Numbers	Number of Packages 12	Total Gross Weight 142	Cubic Meters
Complete and Accurate Commodity Description		Quantity / Unit of Measure	Unit Price: Amount
Mfr Part #: WD804AAKs 8471 70,8065 HARD MAGNETIC DISK DRIVE UNITS, NESOI NOTE: C/O: MALAYSIA LC # RIMP/09/101858 FIRST AMERICAN BANK THE TRADE FINANCE DIVISION 1650 LOUIS AVENUE BLK GROVE VILLAGE, IL, 60007 USA COMPUTER COMPONENT AND ACCESSORIES AS PER PROFORMA INVOICE NO. 136558, DATED MAY 8, 2009. FOB DEERFIELD BEACH, FL, USA CONTAINER SHIPMENTS: ALLOWED		100/EA	68.69000 8,689.00
These commodities, technology, or software were exported from the United States of America in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. It is hereby certified that this invoice shows the actual price of the goods described, that no invoice has been or will be issued, and that all particulars are true and correct. MIKE MOCAULEY/SHIP. MGR. 8/4/2009 DEERFIELD BEACH Signature and Status of Authorized Person Date Place		Packing Costs Freight Costs 0.00 Other Costs 0.00 Insurance Costs 0.00 Total Insurance Value 42,699.00	
Page 2 of 2			



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<http://www.dependableusa.com>

PACKING LIST

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ISO 9001:2000

PACK LIST NO. 115267-06

9460914.
 S CARTELLER INFORMATIONIQUE
 L-TREBLANT INC
 B 460 MONTÉE KAVANAGH
 T MONT-TREBLANT QC, CD JBE 2P2
 INS. EXP.

614
 S CORPORATE FUNDING PARTNERS
 H 460 MONTÉE KAVANAGH
 P MONT-TREBLANT QC, CD JBE 2P2
 Ship Via: TRK Acct#: 473701863

ORDER DATE	CUSTOMER PURCHASE ORDER NO.	SHIP DATE	SHIP VIA	TERMS	SALESPERSON NO.	PRINT DATE
6/08/09	B1019	6/11/09	TRUCKING SERVICE	LTR. OF CREDIT	78	6/08/09

Special instructions >

QTY. ORDERED	QTY. SHIPPED	QTY. BACKORDERED	BIN LOCATION	ITEM NO.	DESCRIPTION	TOTAL
100.	100	0	1B1	AS7730-6542	17.0 SCREEN	6
Mfg Code: ACER				EXB05B067400	Model: LX.A830X.010	1
500	500	0	1B1	ET.CV3MP.002	core 2 quad q5400 2.66 ghz	4
400	400	0	1B1	ET.EV3MP.001	Model:ET.CV3MP.002	5
Mfg Code:..ACER				ET.EV3MP.001	Model:ET.EV3MP.001	
400	400	0	1B1	KVR800D2R5K2/4G	LCD Monitor	2
Mfg Code: ACER				1B1	4GB500MHz DDR2 NON-ECC DIMM	3
1000	1000	0	1B1	WD5000AAKS	WD Caviar SE16 Hard Drive	
500	500	0	1B1		300GB SATA 7200rpm	
Mfg Code: WD						

Certificate of Compliance

COMMENTS

I hereby certify that all material used in the manufacture
 parts is the quantity called for on the subject purchase
 for conform to the material and or manufacturing
 specifications indicated in drawings or specifications as
 led for on said purchase order.

Authorized Signature

NOTE: THIS SHIPMENT HAS BEEN CHECKED TWICE. ANY DISCREPANCIES MUST BE REPORTED IMMEDIATELY. NO CLAIM WILL BE ACCEPTED AFTER 5 DAYS.

DATE FILLED

PACKED BY

PACKED BY

CHECKED BY

NO. OF CARTONS

COMMERCIAL INVOICE

SELLER / SHIPPER (Full Name and Address) DEPENDABLE COMPONENT SUPPLY 1003 E. NEWPORT CENTER DRIVE DEERFIELD BEACH FL 33442 US (954) 283-5800		Invoice Date and Number 8/9/2009 118284-00		Revision B Customer Order Number 81019	
CONSIGNEE (Name, Full Address) CORPORATE FUNDING PARTNERS 480 MONTEE KAVANAGH MONT-TREMBLANT QC, CD J8E 2P2		Other References			
Buyer (if other than Consignee) CARREFOUR INFORMATIQUE TREMBLANT INC 450 MONTEE KAVANAGH MONT-TREMBLANT QC, CD J8E 2P2					
Part of Lading		Terms and Conditions of Delivery Payment LTR OF CREDIT			
Final Destination CANADA	Exporting Carrier TRUCK				
Other Transportation Information		Currency of Sale U.S. DOLLARS			
Marks and Numbers	Number of Packages 18	Total Gross Weight 5,785		Cubic Meters	
Complete and Accurate Commodity Description		Quantity / Unit of Measure	Unit Price	Amount	
Mfr Part #: BX888808400 8471 80,0005 DIGITAL PROCESSING UNITS, NESOI, WHETHER OR NOT CONTAINING IN THE SAME HOUSING 1 OR 2 OF THE FOLLOWING TYPES OF UNIT: STORAGE, INPUT OR OUTPUT NOTE: C/O: MALAYSIA		500/EA	250.00000	125,000.00	
Mfr Part #: KVR8088XNK2/4G 8542 39,0000 ELECTRIC INTEGRATED CIRCUITS, NESOI NOTE: C/O: CHINA		1,000/EA	55.00000	55,000.00	
Mfr Part #: WDS900AAK8 8471 70,5008 HARD MAGNETIC DISK DRIVE UNITS, NESOI NOTE: C/O: MALAYSIA		500/EA	66.98000	33,490.00	
Mfr Part #: ET.CV3WP.002 8831 20,0020 INDICATOR PANELS INCORPORATING LIQUID CRYSTAL DEVICES (LCD'S) NOTE: C/O: CHINA		400/EA	124.89000	49,956.00	
These commodities, technology, or software were exported from the United States of America in accordance with the Export Administration Regulations Division contrary to U.S. law is prohibited. It is hereby certified that this invoice shows the actual price of the goods described, that no invoice has been or will be issued, and that all particulars are true and correct.		Packing Costs			
Signature and Status of Authorized Person		Freight Costs			
Date		Other Costs			
Place		Insurance Costs			
Page 1 of 2		Total Insurance Value			

COMMERCIAL INVOICE

SELLER / SHIPPER (Full name and Address) DEPENDABLE COMPONENT SUPPLY 1003 E. NEWPORT CENTER DRIVE DEERFIELD BEACH FL 33442 US		Invoice Date and Number 6/8/2009 110204-00		Revision B Customer Order Number 81018
(954) 283-5800		Other References		
Tax Identification (EIN) 00-0000000		Buyer (if other than Consignee) 'CARREFOUR INFORMATIQUE TREMBLANT INC' 460 MONTÉE KAVANAGH MONT-TREMBLANT QC, CD J8E 2P2		
CONSIGNEE (Name, Full Address) CORPORATE FUNDING PARTNERS 460 MONTÉE KAVANAGH MONT-TREMBLANT QC CD J8E 2P2		Terms and Conditions of Delivery Payment LTR OF CREDIT		
Port of Lading		Final Destination CANADA		
Exporting Carrier TRUCK		Other Transportation Information		
Marks and Numbers		Number of Packages 15		Currency of Sale U.S. DOLLARS
Complete and Accurate Commodity Description		Quantity / Unit of Measure	Unit Price	Amount
Mfr Part #: BT.EVSWP.001 8831 20.0020 INDICATOR PANELS INCORPORATING LIQUID CRYSTAL DEVICES (LCD'S) NOTE: C/O: CHINA		400/EA	169.99000	67,596.00
Mfr Part #: A87730-8842 8471 80.4540 DISPLAY UNITS WITH COLOR CATHODE RAY TUBE (CRT), NE801 NOTE: C/O: CHINA		100/EA	730.00000	73,000.00
LC# RIMP/09/101858 FIRST AMERICAN BANK, THE TRADE FINANCE DIVISION 1630 LOUIS AVENUE, ELK GROVE VILLAGE IL, 60007 USA COMPUTER COMPONENT AND ACCESSORIES AS PER PROFORMA INVOICE NO. 136558, DATED MAY 8 2009, FOB DEERFIELD BEACH FL, USA CONTAINER SHIPMENTS: ALLOWED				
These commodities, technology, or software were exported from the United States of America in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.		Packing Costs		
It is hereby certified that this invoice shows the actual price of the goods described, that no invoice has been or will be issued, and that all particulars are true and correct.		Freight Costs		
MIKE MCCAULEY/SHIP. MGR. 06/2009 DEERFIELD BEACH		Other Costs		
Signature and Status of Authorized Person		Insurance Costs		
Date		Total Insurance Value		
Place		404,487.00		
Page 2 of 2				